EXHIBIT L

This Agreement is made this 01 day of January 2005, between the firm RITLABS S.R.L., hereinafter referred to as OWNER, in the person of director Serghei Demcenko, on the one hand and _C/FNet, Inc_____, in the person of _Yevgeniy Kinglov_____ hereinafter referred to as DEALER.

1. SUBJECT OF THE AGREEMENT

1.1.In conformity with the present Agreement the Dealer receives the rights to advertising, distributing and supporting the Software, indicated in the Appendix #1(hereinafter referred to as SOFTWARE) that belongs to the RITLABS S.R.L company, in the territory of __Waldwide___. The Dealer's goal is to promote the Owner's Software and create a wide network of users.

1.2.The Owner reserves the Software copyright as well as the right to advertise, sell and support this Software.

2. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

2.1. The Dealer has the rights:

2.1.1. To sell the Software at his discretion directly to end users, wholesale buyers, or via distributors. End user does not have the right to sell the Software either to other persons, or to any organisations.
2.1.2. To obtain from the Owner a full information and advertising materials necessary for the promotion of the Software, including the demo versions.
2.1.3. To get a new registration code free of charge in case the Owner causes some problems that do not permit the Dealer to activate the already issued registration code. The loss of the registration code or password is not the ground for claiming a new registration code free of charge.

2.2. The Dealer is obliged:

2.2.1. To do his best to promote increasing the Software sales volume, i.e. to actively search for new buyers, co-ordinate all the sales that are carried out by the Dealer both personally and via distributors.
2.2.2. To sell at least 10 copies Software per month.
2.2.3. To develop and perform marketing strategy and advertising with the purpose of increasing the Software sales volume. On the Owner's demand, the Dealer shall submit to the Owner a written report of the actions undertaken by him. The Dealer assumes all costs inquired in respect of distribution, marketing and advertising.
2.2.4. To change the registration key of an end user in case the end user is unable to activate the key.
2.2.5. Not to introduce any changes in the Software and attached documents, unless the present Agreement or a separate authorisation stipulates otherwise.
2.2.6. Internal taxes are paid at the expense of the Dealer.
2.2.7. To register the buyers who purchase the Software via the Dealer, provide technical the support to end users in respect of the Software, who have purchased Software from the Dealer, while the present Agreement is in force as well as during a month of grace period.

2.2.9. To indicate in the Software advertisement that the copyright to this Software belongs to the Owner.

2.2.10. To make all efforts to prevent illegal use of the Software.

2.2.11. To respect and defend the legal rights of the Owner in conformity with the present Agreement.

2.2.12. To readdress End users who are beyond the Dealer's territory to a corresponding Dealer. In case an End user refuses to address the corresponding Dealer selling the Software on the territory of the End user or if this Dealer is nonexistent, the Dealer has the right to sell the Software and provide support to an End user who is beyond the Dealer's territory.

2.3. The Owner has the rights:

2.3.1. To demand from the Dealer submitting reports on the marketing actions carried out by the Dealer with the purpose of sales volume increase.

2.3.2. To introduce modifications and additions to the present Agreement only on coordination with the other party.

2.3.3. To introduce one-sidedly changes in Appendix #1 and Appendix #2 notifying the Dealer 10 days before these changes come into effect.

2.3.4. In case the Dealer fails to fulfill the obligations undertaken according to the present Agreement, the Owner has the right to deny his access to the registration server. The stated limitation is in effect until the Dealer fulfills the undertaken obligations.

2.4. The Owner is obliged:

2.4.1. On signing the Agreement, to provide the Dealer with an access to the registration server.

2.4.2. To provide consulting on the issues concerning the Dealer's activity.

2.4.3. To inform the Dealer about changes in price policy 10 days before these changes come into effect.

2.4.4. To provide technical support to the Dealer in respect of the Software, while the present Agreement is in force.

2.5 The Owner confers on the Dealer only the powers stipulated by the present Agreement. If the Dealer needs any other powers to be able to sell the Software, he shall inform the Owner of this fact, and within 10 (ten) calendar days from the moment of receiving this notification the Owner will either provide the Dealer with the required powers or reject the inquiry.

2.6 Both parties shall assure the confidentiality of the information concerning the conditions and essence of the present Agreement.

2.7 Both parties shall not reveal any specific information, namely e-mail address or any other information that would enable competitive companies or third parties to identify the buyer of the Software, within the period of validity of the present Agreement and five years after the Agreement expires or is denounced.

3. PRICES AND PAYMENT PROCEDURE

3.1 The prices for Software are indicated in Appendix #1 to the present Agreement. The Dealer will be informed about a change in the price for the end users by a new Appendix to the present Agreement in conformity with point 2.4.3.

3.2. After signing of the present Agreement the Owner grants the Dealer access to the registration server so that the Dealer could register end users.

3.3. On completion of the calendar month, before the fifth day of the following month, the Dealer shall provide the Owner with a sales report.

3.4. On the basis of the received data, the Owner sends to the Dealer an invoice in conformity with the Appendix #1 and taking into account Dealers discount stated in Appendix #2. The Dealer fulfils a transfer of the sum to the Owner's account specified in the invoice within 5 bank days from receiving the invoice by e-mail. All transfers of money are realized at the expense of the sender.

3.5. If the payment specified in the invoice not exceed $800, the Dealer can also pay by VISA/Mastercard. In this case, the Dealer should send by e-mail or fax to the Owner the request to bill the card according to the Owner's invoice.

4. OWNER'S WARRANTIES

4.1 The Owner guarantees that the trial period limitation of Software shall be cancelled while activating the registration code. In case the Owner causes problems connected with the activation of the issued registration code, he guarantees a free-of-charge issue of a new registration code.

5. LIMITED WARRANTY

5.1 The Owner provides no obvious or implied warranties concerning the Software or its use except those indicated in point 4.1. The Owner rejects all implied warranties used in the purchase and sell of the Software and its fitness for any specific purpose.

5.2 The Dealer receives the Software "AS-IS" and bears no responsibility for determining the Software operational appropriateness for functioning and obtaining results.

6. RESPONSIBILITY OF THE PARTIES

6.1 In case one of the parties fails to fulfil or fulfil properly the obligations stipulated by the present Agreement, the other party has the right to demand from the guilty party fulfillment of the assumed obligations.

6.2 In case one of the parties fails to fulfil the assumed obligations, the other party has the right to one-sidedly denounce the agreement, notifying the other party about this decision one month before the planned denouncement date.

6.3 The Owner is not responsible for the obligations assumed by the Dealer before the third parties.

6.4 The parties are released from responsibility for a partial or complete failure to fulfil the obligations stipulated by the present Agreement in case of force-majeur circumstances, i.e. extraordinary and unavoidable circumstances, as well as circumstances resulting from some other conditions that arose after the Agreement had been concluded and are beyond the control of the parties.

7. PERIOD OF VALIDITY OF THE PRESENT AGREEMENT

7.1. The present Agreement comes into effect from the moment of its signing and is valid until 31 December 2005. The Agreement is automatically extended for another year, unless a month before the expiration either of the parties expressed its wish to stop the Agreement functioning or to conclude it with new terms and had informed of it the other party in writing.

7.2. The Agreement may be denounced by mutual consent of the parties, those being obliged to inform each other about the denouncement of the Agreement in written form.

7.4. Upon the expiration of the present Agreement or its pre-term denouncement, the Dealer loses the right to sell the Software as well as to register end users, and shall perform all the mutual payments with the Owner within one month from the date of the occurrence of the above-mentioned circumstances.

8. ADDITIONAL TERMS AND LEGAL ADDRESSES OF THE PARTIES

8.1 Any disputes that may arise during the period of validity of the present Agreement shall be settled by means of peaceful negotiations between the parties. In case no agreement is achieved, the controversies shall be settled in conformity with the laws of the Republic of Moldova in the corresponding legal instances.
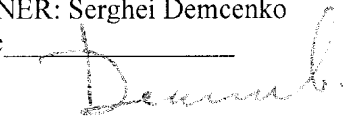
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8.2 One party shall inform the other party without delay about any change of its legal address or requisites.

8.3 The following Appendixes of the present Agreement:
- Appendix # 1   Price for Software
- Appendix # 2   Dealer's remuneration computing

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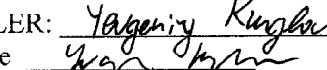<tr><td>THE OWNER
RITLABS S.R.L.
Reg. No. 105077910

Address:
180 Stefan cel Mare Chisinau MD-2004
Republic of Moldova
Tel: +373-22 295781; fax +373-22 295932</td><td>THE DEALER
C/FNet, Inc

Address:
PO Box 5966
Vernon Hills, IL 60061
USA</td></tr>
<tr><td>THE OWNER: Serghei Demcenko
Signature</td><td>THE DEALER: Yagehiy Kuyghic
Signature</td></tr>
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APPENDIX #13 TO EXHIBIT 07/09/02 05
PRICE LIST
software products (SOFTWARE) of RITLABS S.R.L.

The Bat! v.3.xx.xx

		Home		Professional					
Basic License	Single License	35.00 USD		P=45.00 USD					
	Multi-license	None		2-10 (lic.)	11-30 (lic)	31-50 (lic.)	51-100(lic.)	101-...(lic.)	
				P-20%	P-30%	P-50%	P=1125.00 +15.00*(n-50)	P=1875.00 + 5.00*(n-100)	
License with discount (30%) (Student, Non profit, Betatester)	Single License	24.50 USD		DP=P-30%=31.50 USD					
	Multi-license	None		2-10 (lic.)	11-30 (lic.)	31-50 (lic.)	51-100(lic.)	101-....(lic.)	
				DP-20%	DP-30%	DP-50%	P=787.50+10.50*(n-50)	P=1312.50+3.5*(n-100)	
OEM		6 months	1.30 USD	6 months				2.60 USD	
		12 months	2.50 USD	12 months				5.00 USD	
		Min. 1000 licenses		Min. 1000 licenses					

THE OWNER
RITLABS S.R.L.
Reg. No. 105077910

Address:
180 Stefan cel Mare Chisinau MD-2004
Republic of Moldova
Tel: +373-22 295781; fax +373-22 295932

THE OWNER: Serghei Demcenko
Signature

THE DEALER
C/FNet, Inc

Address:
PO Box 5966
Vernon Hills, IL 60061
USA

THE DEALER: YEVGENIY KRUGLOV
Signature

CONFIDENTIAL

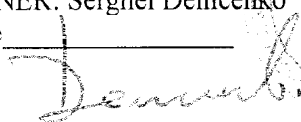RLSRL00056

APPENDIX #2 TO AGREEMENT #10.05

Dealer's remuneration calculation

At the end of the month, on receiving the income from realization of the SOFTWARE, the Dealer transfers 70% to the account of the Owner according to Owner's invoice. The remaining 30% include the internal taxes and taxes established by the legislation of the Dealer's country, and also the Dealer's remuneration.

<div style="display:flex; justify-content:space-between;">

THE OWNER
RITLABS S.R.L.
Reg. No. 105077910

Address:
180 Stefan cel Mare Chisinau MD-2004
Republic of Moldova
Tel: +373-22 295781; fax +373-22 295932

THE OWNER: Serghei Demcenko
Signature_____

THE DEALER
CWNet, Inc

Address:

PO Box 5966
Vernon Hills, IL 60061
USA

THE DEALER: _YEVGENIY KRUGLOV_
Signature_____
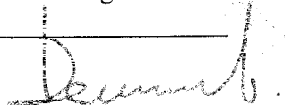
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PRICE LIST
software products (SOFTWARE) of RITLABS S.R.L.

Product	Item	Item price (USD)
Bat Post! Server (base module, 50 accounts included)	1	50.00
Additional accounts (price per account; min. order 25 accounts)	1	1.00
Unlimited accounts (base module included)	1	950.00

THE OWNER
RITLABS S.R.L.
Reg. No. 105077910

Address:
180 Stefan cel Mare Chisinau MD-2004
Republic of Moldova
Tel: +373-22 295781; fax +373-22 295932

THE OWNER: Serghei Demcenko
Signature_____

THE DEALER
CIPNet, Inc

Address:

PO box 5366
Vernon Hills, IL 60061
USA

THE DEALER: YEVGENIY KRUGLOV
Signature_____

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